UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

UNITED STATES OF AMERICA, PLAINTIFF
V
AREL B HAWKINS
ROUTE 2
PAOLI, IN 47454

EVA J. HAWKINS
ROUTE 2
PAOLI, IN 47454

TREASURER, ORANGE COUNTY
LOUANNE RUTHERFORD, TREASURER
ORANGE COUNTY COURTHOUSE
PAOLI, IN 47454
DEFENDANT

COMPLAINT

Comes now plaintiff, United States of America, on behalf of its agency, the Farmers home Administration, by Judith A. Stewart, United States Attorney for the Southern district of Indiana, and states:

JURISDICTION/VENUE

This court has jurisdiction pursuant to 28

USC 1345 and venue is properly lodged in this court.

Count/(Action for Debt)

As claim against the defendants, Arel B. Hawkins and Eva J. Hawkins, the plaintiff asserts:

1. On or about the dates listed thereon, the defendants, Arel B. Hawkins and Eva J. Hawkins, executed and delivered to plaintiff, United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the following Promissory Notes (hereinafter referred to as "the notes"), which they are currently indebted to the United States:

Designation	Date of Execution	Principal Sum
Exhibit A	June 28, 1979	$ 190,500.00
Exhibit B	June 25, 1979	$ 97,580.00
Exhibit C	June 5, 1980	$ 50,000.00
Exhibit D	June 5, 1980	$ 13,140.00
Exhibit E	January 12, 1981	$ 14,500.00
Exhibit F	August 4, 1981	$100,000.00
Exhibit G	July 23, 1982	$ 50,000.00

2. Plaintiff has made the following payments as permitted by the provisions of the Notes and security instruments and said payments have become part of the indebtedness:

Taxes:	$ 19,565,84
Title:	$ 100.00
Lien Search:	$ 35.00
Other:	$ 15.50

3. Said defendants defaulted and failed to make the payments required by the Notes, and/or otherwise defaulted in regard to their obligations to plaintiff under the provisions of the notes.

4. All conditions precedent to the assertion of this cause of action against the said defendants have been satisfied and/or have occurred.

5. As of May 9, 1994, the balances of the indebtedness of the defendants, and the subsequent interest accrual to the date of judgment, is the following with respect to each of the attached notes:

Designation	Balance	Per diem int accrual
Exhibit A	$457,925.12	$51,6016
Exhibit B	$118,254.83	$15,1771
Exhibit C	$142,761.66	$19.1781
Exhibit D	$ 22,289.40	$ 1.8000
Exhibit E	$ 36,363.25	$ 4.5341
Exhibit F	$289,648.65	$41.0959
Exhibit G	$ 39,953.08	$ 3.7298

Wherefore, plaintiff respectfully prays that the court:

A. Enter judgment in personam in favor of the plaintiff and against the defendants, Arel B. Hawkins and Eva J. Hawkins, jointly and severally, in the principal amount of $472,342.96, together with interest thereon through May 9, 1994, in the sum of $634,853.03 plus interest at the rate of

$137.1166 per day from May 10, 1994, until the date of entry of judgment, plus such further costs and expenses as may be incurred to the date of judgment, and all other costs herein, without relief from valuation or appraisement laws;

B. That the plaintiff have such other and further relief as is just and proper in the premises.

Count II (Action for Mortgage Foreclosure)

As claim against the defendants, Arel B. Hawkins, Eva J. Hawkins and Orange County Treasurer, the plaintiff asserts:

1. To secure the indebtedness evidenced by Promissory Note dated June 28, 1979, Exhibit "A", the defendants, Arel B. Hawkins and Eva J. Hawkins,e executed and delivered to plaintiff, United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, a Real Estate Mortgage for Indiana (hereinafter referred to as "the June 28, 1979, Mortgage") on certain real estate described as follows:

The southwest quarter of section eight(8), township one(1) north, range one (1) east, except therefrom forty (40) acres of equal width off the west side thereof, containing 120 acres, more or less.

A part of the southeast quarter of section 8, township 1 north, range 1 east described as follows, to wit: Commencing one (1) rod south of the

northwest corner of the southeast quarter of said section eight (8), running thence east six and thirty-two hundredths (6.32) rods to a stone, thence south twelve and sixty-four hundredths (12.64) rods to a stone, thence west six and thirty-two hundredths (6.32) rods to the west line of said southeast quarter of said section eight (8), thence north twelve and sixty-four hundredths (12.64) rods to the place of beginning, containing .5 acre, more or less.

A part of the northwest quarter of section 8, township 1 north, range 1 east described as follows, to wit: Commencing at the southeast corner of said quarter section, running thence west 66.81 rods, thence north to the center of Lick Creek which runs through said quarter section, thence southeasterly with the meanderings of said Lick Creek to a point where the center of said creek is 209 feet north and 850 feet west of the southeast corner of said northwest quarter of said section 8, thence east 850 feet tot he east line of said northwest quarter of section 8, thence south to the place of beginning.

A part of the northwest quarter of Section 8, Township 1 North, Range 1 East, Paoli Township, Orange County, Indiana. Beginning at a corner that is 640 feet north of, and 320 feet west of the southeast corner of said northwest quarter; thence northwesterly 600 feet, more or less, along a line parallel with U.S. Highway #150 to a property corner at Lick Creek (Deed Record 120, pages 364, 365, 367), thence northerly 22 rods to the center of U.S. Highway #150, passing the south right-of-way

line at 323 feet, more or less, thence southeasterly 650 feet, more or less, along said highway, thence southwesterly at right angles to said highway 390 feet to the point of beginning, (passing said south right-of-way line at 40 feet).

Containing 5.02 acres, more or less.

Subject to an actual land survey. Data compiled form deed records and Air-Photo #QZ-1HH-128. Prepared by Bruce W. Atkinson, LS. Ind. Reg. Cert. No. 11230. May 14, 1979.

Also, all that part of the northeast quarter of section seven (7) in township one (1) north, range one (1) east which lies west of the Cloud Mill road, bounded as follows, to wit: Beginning at a point where the said road crosses the south line of said quarter section 39 rods west of the southeast corner thereof; thence north along the center of said road to the North line of said quarter; thence west with said line to the northwest corner of said quarter; thence south along the west line of said quarter to the southwest corner thereof; thence east along the south line of said quarter to the place of beginning, containing 98 acres more or less.

Except therefrom: Beginning at the northwest corner of said northeast quarter, thence east 1200 feet more or less along the section line to Cloud Mill Road (Belle Ford Road), thence south 450 feet along said road, thence west 1150 feet more or less parallel to the section line, to the west line of said

quarter, thence north 448 feet more or less along said quarter line to the point of beginning, containing 12 acres, more or less.

Also, a part of the northeast quarter of said section seven (7), township one (1) north, range (1) east, bounded and described as follows, to wit: beginning at the southeast corner of said quarter section, running thence west thirty-nine (39) rods to a stone marked "39" in the center of the old Cloud Mill Road; thence north with the meanderings of said road 10-2/3 west 9.16 rods, thence north 35 3/4 west 11.28 rods; thence north 43 3/4 west 22.24 rods, thence north 47 west 11.60 rods, thence north 19 west 38 rods, thence north 20 west 20.74 rods, thence north 02 west 15.40 rods, thence north 07-1/2 east 23.12 rods to a stone, thence east 8 rods to the center of Lick Creek, thence up said creek with the meanders thereof to the East line of said quarter section, thence south along said line to the place of beginning, containing forty-one (41) acres, more or less.

Containing one hundred twenty-seven (127) acres, more or less.

Commonly known as: route 2, Paoli, IN 47454

The mortgage was duly recorded on June 28, 1979, in the Office of the recorder of Orange County. (A copy of the mortgage is attached hereto, as Exhibit "H").

2. To further secure the indebtedness evidenced by Promissory Note dated August 4, 1981, Exhibit "F", the defendants, Arel B. Hawkins and Eva J. Hawkins, executed and delivered to plaintiff, United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, a Real Estate Mortgage for Indiana (hereinafter referred to as "the August 4, 1981, mortgage") on certain real estate described as follows:

The southwest quarter of section eight (8), township one (1) north, range one (1) east, except therefrom forty (40) acres of equal width off the west side thereof, containing 120 acres, more or less.

A part of the southeast quarter of section 8, township 1 north, range 1 east described as follows, to wit: Commencing one (1) rod south of the northwest corner of the southeast quarter of said section eight (8), running thence east six and thirty-two hundredths (6.32) rods to a stone, thence south twelve and sixty-four hundredths (12.64 rods to a stone, thence west six and thirty-two hundredths (6.32) rods to the west line of said southeast quarter of said section eight (8), thence north twelve and sixty-four hundredths (12.64) rods to the place of beginning, containing .5 acre, more or less.

A part of the northwest quarter of section 8, township 1 north, range 1 east described as follows, to wit: Commencing at the southeast corner of said quarter section, running thence west 66.81 rods,

thence north to the center of Lick Creek which runs through said quarter section, thence southeasterly with the meanderings of said Lick Creek to a point where the center of said creek is 209 feet north and 850 feet west of the southeast corner of said northwest quarter of said section 8, thence east 850 feet to the east line of said northwest quarter of section 8, thence south to the place of beginning.

A part of the Northwest Quarter of Section 8, Township 1 North, range 1 east, Paoli Township, Orange County, Indiana. Beginning at a corner that is 640 feet north of, and 320 feet west of the southeast corner of said; thence northwesterly 600 feet, more or less, along a line parallel with U.S. Highway 150, to a property corner at Lick Creek (Deed Record 120, pages 364,365, and 367), thence northerly 22 rods to the center of U.S. Highway 150, passing the south right-of-way line at 323 feet, more or less, thence southeasterly 650 feet, more or less, along said highway, thence southwesterly at right angles to said highway 390 feet to the point of beginning, (passing said south right-of-way line at 40 feet).

Containing 5.02 acres, more or less.

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Also all that part of the northeast quarter of section

seven (7) in township one(1) north, range one (1) east which lies west of the Cloud Mill Road, bounded as follows, to wit: Beginning at a point where the said road crosses the South line of said quarter section 39 rods west of the southeast corner thereof; thence north along the center of said road to the North line of said quarter; thence west with said line to the northwest corner of said quarter; thence south along the West line of said quarter to the southwest corner thereof; thence east along the south line of said quarter to the place of beginning, containing 98 acres more or less.

Except therefrom: Beginning at the northwest corner of said northeast quarter, thence east 1200 feet more or less along the section line to Cloud Mill Road (Belle Ford Road), thence south 450 feet along said road, thence west 1150 feet more or less parallel to the section line, to the west line of said quarter, thence north 448 feet more or less along said quarter line to the point of beginning, containing 12 acres, more or less.

Also, a part of the northeast quarter of said section seven (7), township one (1) north, range (1) east, bounded and described as follows, to wit: beginning at the southeast corner of said quarter section, running thence west thirty-nine (39) rods to a stone marked "39" in the center of the old Cloud Mill Road; thence north with the meanderings of said road 10-2/3 west 9.16 rods, thence north 35-3/4 west 11.28 rods; thence north 43-3/4 west 22.24 rods, thence north 19 west 38 rods,thence north 20°

west 20.74 rods, thence north 02° west 15.40 rods, thence north 07-1/2° east 23.12 rods to a stone, thence east 8 rods to the center of Lick Creek, thence up said creek with the meanders thereof to the East line of said quarter section, thence south along said line to the place of beginning, containing forty-one (41) acres, more or less.

Containing one hundred twenty-seven (127) acres, more or less.

Commonly known as: route 2, Paoli, IN 47454

The mortgage was duly recorded on August 5, 1981, in the office of the recorder of Orange county. (A copy of the mortgage is attached hereto, as Exhibit "I").

3. To further secure the indebtedness evidenced by Promissory Note dated July 23, 1982, Exhibit "G", the defendants, Arel B. Hawkins and Eva J. Hawkins, executed and delivered to plaintiff, United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, a Real Estate Mortgage for Indian (hereinafter referred to as "the July 23, 1982, mortgage") on certain real estate described as follows:

The southwest quarter of section eight (8), township one (1) north, range one (1) east, except therefrom forty (40) acres of equal width off the west side

thereof, containing 120 acres, more or less.

A part of the southeast quarter of section 8, township 1 north, range 1 east described as follows to wit: commencing one (1) rod south of the northwest corner of the southeast quarter of said section eight (8), running thence east six and thirty-two hundredths (6.32) rods to a stone, thence south twelve and sixty-four hundredths (12.64 rods to a stone, thence west six and thirty-two hundredths (6.32) rods to the west line of said southeast quarter of said section eight (8), thence north twelve and sixty-four hundredths (12.64) rods to the place of beginning, containing .5 acre, more or less.

A part of the northwest quarter of section 8, township 1 north, range 1 east described as follows, to wit: Commencing at the southeast corner of said quarter section, running thence west 66.81 rods, thence north to the center of Lick Creek which runs through said quarter section, thence southeasterly with the meanderings of said Lick Creek to a point where the center of said creek is 209 feet north and 850 feet west of the southeast corner of said northwest quarter of said section 8, thence east 850 feet to the east line of said northwest quarter of section 8, thence south to the place of beginning.

A part of the northwest quarter of section 8, township 1 north, range 1 east, Paoli township, Orange County, Indiana. Beginning at a corner that is 640 feet north of, and 320 feet west of the southeast corner of said northwest quarter; thence

northwesterly 600 feet, more or less, along a line parallel with U.S. Highway 150, to a property corner at Lick Creek (Deed Record 120, pages 364, 365, 367), thence northerly 22 rods to the center of U.S. Highway 150, passing the south right-of-way line at 323 feet, more or less, thence southeasterly 650 feet, more or less, along said highway, thence southwesterly at right angles to said highway 390 feet to the point of beginning, (passing said south right-of-way line at 40 feet).

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corner of said northeast quarter, thence east 1200 feet more or less along the section line to Cloud Mill Road (Belle Ford Road), thence south 450 feet along said road, thence west 1150 feet more or less parallel to the section line, to the west line of said quarter, thence north 448 feet more or less along said quarter line to the point of beginning, containing 12 acres, more or less.

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Containing one hundred twenty-seven (127) acres, more or less.

Commonly known as: Route 2, Paoli, IN 47454

The mortgage was duly recorded on July 29, 1982, in the office of the recorder of Orange County. (A copy of the Mortgage is attached hereon, as Exhibit "J").

4. Said defendants defaulted and failed to make the payments required by the notes, and/or otherwise defaulted in regard to their obligations to plaintiff under the provisions of the notes and/or mortgages and the entire indebtedness of the defendants is now due.

5. The defendant, other than the debtor-defendants designated in this count, purports to have interest in the real estate as described in and evidence by the title evidence attached as Exhibit "K", and are named a defendant to answer the extent of their interest in the real estate.

Wherefore, plaintiff respectfully prays that the court:

A. Declare plaintiff's mortgages to be a valid, first and subsisting lien on the real estate superior to all claims, liens, or interest asserted against the real estate by any of the named defendants;

B. Enter an order foreclosing the mortgages of plaintiff on the real estate and foreclosing and barring all of the defendants' equity of redemption and interest in the real estate and directing the sale of the real estate pursuant to applicable law in order to pay the judgment of plaintiff, with the proceeds

of said sale to be first applied to the indebtedness of the plaintiff secured by the Mortgages hereby foreclosed, and with any then-remaining overplus paid to the Clerk of the Court to be disposed of as the Court shall direct;

C. That if the proceeds of the sale are less than the sum of money to be paid to plaintiff, that an in personam judgment for this deficiency be entered against the defendants Arel B. Hawkins and Eva J. Hawkins, jointly and severally.

D. That the plaintiff have such other and further relief as is just and proper in the premises.

As claim against the defendants, Arel B. Hawkins and Eva J. Hawkins, the plaintiff asserts:

1. To secure the obligations evidenced by Exhibits "A, B, C, D, E, F and G", the defendants executed and delivered the Security Agreements, true and accurate copies of which are attached as Exhibits "L, M, N, O, and P", on the personal property described therein. The personal property securing the defendants' obligations evidenced by Exhibits "A,B,C,D,E,F and G" includes, but is not limited to, the property listed in hereto:

Qty	Kind	Mfg	Size/Type/year
1	Tractor	JD	4020 D/1968
1	Tractor w/log forks	Ford	6600/1977

1	Tractor	JD	620/1957
1	Tractor	IH	MTA/1953
1	Tractor	AC	CA/1951
1	Loader	Dunham Lehr	
1	Silage Wagon	Gehl	Box only/no top
1	Chopper	Gehl	1 Row
1	Blower	Gehl	
1	Silo Unloader	Silomatic	
1	Grinder/Mixer	JD	400
1	Trailer	Flat Bed	Steel/1975
1	Manure Spreader	NI	
1	Haybine	JD	1209
1	Baler	JD	336
1	rake	NH	56
1	Dozer Blade	JD	8" Front Mtd.
1	post hole digger		
1	Elevator	Keneanne	50"
1	Manure Spreader	NI	50 bu
1	Combine	IH	715/1977
1	Grain head	IH	131, 13'/1976
1	rotary Mower	Bush Hog	6'
2	Chisel plows	IH	7 shank #55
1	Plow	JD	2-14
1	Plow	JD	3 X 16
1	Disc	JD	210, 11'
1	Disc	JD	KBA, 10'
1	Planter	JD	7000, 4 row
1	Sprayer	Kuker	8 row 300 gal
1	Cultivator	JD	4 row
1	Cultivator	Burch	4 row, front mtd
4	Gravity wagons	Killbros	350 bu

1	Chisel plow	Brillion	12'/1981
1	Auger	Superior	8" X 30'
1	Combine	Gleaner	E 2R 10'
Grain Table			
2	Sets saddle tanks		150 gal
1	Set saddle tanks		200 gal.
1	Picker	NI	2 row
1	Mower	IH	7' sickle
1	Drill	JD	
1	Plow	JD	3 X 16
A1250			

2. The security interst of the plaintiff was perfected by the filing of the Financing Statement attached hereto as Exhibit "Q".

3. The defendants Arel B. Hawkins and Eva J. Hawkins have defaulted in regard to the obligations to the plaintiff under the provisions of the Notes and/or Security Agreements, and the entire indebtedness of the defendants is now due.

4. That the collateral described in rhetorical paragraph 1 has been unlawfully detained by the defendants in contravention of the rights to possession of that collateral provided to the plaintiff by the Security Agreement described in rhetorical Paragraph 1 and by Article 9 of the Uniform Commercial Code, thereby giving rise to an action for replevin by the plaintiff with respect to that personal property.

Wherefore, the United States of America

prays as follows:

A. That judgment be entered in favor of the plaintiff providing relief with respect to the plaintiff's interest in the personal property described in rhetorical Paragraph 1 above as follows:

1. Foreclosure of all legal right, title and interest of defendants, in and/or said personal property, with said personal property to then be sold by judicial sale, with provision for sale as a unit or in separate units pursuant to applicable law and, at the plaintiff's election, with the assistance of an auctioneer; or

2. For replevin by which the plaintiff receives possession of the property described in rhetorical Paragraph 1, for disposition by the plaintiff pursuant to Article 9 of the Uniform Commercial Code.

C. That if the proceeds of the sale are less than the sum of money to paid to plaintiff, that an in personam judgment for this deficiency be entered against the defendants, Arel B. Hawkins and Eva J. Hawkins, jointly and severally.

D. Provide the plaintiff with such other and further relief as is just and proper in the premises.

Respectfully submited,
Judith A. Stewart
United States Attorney
By Gerald A. Coraz, Atty

no 3373-49

Assistant United States

Attorney

Fifth Floor, US Courthouse
46 East Ohio Street
Indianapolis, IN 46204
317-226-6333

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

UNITED STATES OF AMERICA
VS

CAUSE NO.

NA 94-88- -D/H
AREL B. HAWKINS, ET AL

NOTICE OF FINAL PRE-TRIAL CONFERENCE
AND ORDER EXPEDITING TRIAL

The above case is hereby assigned for final pre-trial conference pursuant to Rule 16, Fed. R. Civ. P., at Room 228, United States Courthouse, New Albany, Indiana, on April 18, 1995 at 4:00 o'clock PM before the Honorable William G. Hussmann, Jr., Magistrate Judge.

The parties through counsel are ordered to do each of the following things, where applicable, prior to such date, unless the time fixed be extended for good cause.

(1) Complete all discovery as ordered in any scheduling entry or initial pre-trial order heretofore entered by the court.

(2) Counsel shall meet as directed by Local Rule 16.1(e), discuss all matters set out therein and prepare an agenda fort he conference in light of the requirement of Fed. R. Civ. P. 16(c).

(3) Update all witness and exhibit lists for

inclusion in the final Pre-Trial Order.

(4) Be prepared to discuss settlement of the case with authority to do so.

Each party should be represented at the conference by one of the attorneys who expects to try the case. Pending motion, if not ruled upon sooner, will be disposed of at the conference.

All of which is considered and ordered this 1st day of March, 1995.

S. Hugh Dillin

United States District Judge

Gerald A. Coraz, AUSA; 46 E. Ohio St., 5th Floor, Indianapolis, IN 46204
Roger D. Davis, P.O. Box 193, Corydon, IN 47112-0193
James C Tucker, Tucker & Tucker, 188 S. Court St., Paoli, IN 47454